

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA**

|                                       |   |                           |
|---------------------------------------|---|---------------------------|
| <b>BILLY TYLER,</b>                   | ) | <b>CASE NO. 8:11CV433</b> |
|                                       | ) |                           |
| <b>Plaintiff,</b>                     | ) |                           |
|                                       | ) |                           |
| <b>v.</b>                             | ) | <b>MEMORANDUM</b>         |
|                                       | ) | <b>AND ORDER</b>          |
| <b>LUIS, MAYO, and U.S. MARSHALL,</b> | ) |                           |
|                                       | ) |                           |
| <b>Defendants.</b>                    | ) |                           |

This matter is before the court on its own motion. On February 7, 2012, the court conducted an initial review of Plaintiff's Complaint and concluded that it failed to state a claim upon which relief may be granted. (Filing No. [7](#).) However, the court gave Plaintiff the opportunity to file an amended complaint. ([Id.](#) at CM/ECF pp. 3-4.) In doing so, the court warned Plaintiff that if he failed to file an amended complaint by March 5, 2012, his claims would be dismissed without further notice. ([Id.](#)) Plaintiff failed to file an amended complaint by the court's deadline. (See Docket Sheet.)

IT IS THEREFORE ORDERED that:

1. This matter is dismissed without prejudice because Plaintiff failed to prosecute this matter diligently and failed to comply with this court's orders;  
  
and
2. A separate judgment will be entered in accordance with this Memorandum and Order.

DATED this 12<sup>th</sup> day of March, 2012.

BY THE COURT:

s/Laurie Smith Camp  
Chief United States District Judge

---

\*This opinion may contain hyperlinks to other documents or Web sites. The U.S. District Court for the District of Nebraska does not endorse, recommend, approve, or guarantee any third parties or the services or products they provide on their Web sites. Likewise, the court has no agreements with any of these third parties or their Web sites. The court accepts no responsibility for the availability or functionality of any hyperlink. Thus, the fact that a hyperlink ceases to work or directs the user to some other site does not affect the opinion of the court.